

### JEWELLERS PACKAGE INSURANCE POLICY

#### PREAMBLE

In consideration of the Insured named in the Schedule hereto having paid to the HDFC ERGO General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, subject to the terms, exceptions, limitations, warranties and conditions contained herein or endorsed hereon, that the Company will indemnify the Insured against loss of or damage to any property or part thereof specified in the Schedule occurring during the Period of Insurance stated in the Company Schedule or during any period in which the Company may accept payment for the renewal of this policy by the perils insured against as set forth hereunder up to the Sum Insured or limit for any one loss specified against each item in each section.

The liability of the Company in any one period of insurance shall in no case exceed in respect of each of the several items specified herein the Sum Insured or limit of any one loss set opposite hereto nor in all the total Sum Insured stated in the Schedule hereto.

#### PROPERTY INSURED

Stock and stock in trade consisting of Jewellery, Gold or Silver Ornaments, Plate Pearls and Diamonds and Precious Stones of any sort or kind whatsoever, cash and currency notes and / or other merchandise and materials usual to the conduct of the Insured's business, belonging to and / or held in trust or on commission for which the Insured is responsible.

#### GENERAL EXCLUSIONS

1. Loss of and/or damage to the property insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing or restoring and directly resulting there from.
2. Property missing at stock taking in respect of which no claim has been previously notified unless the loss be proved by the Insured to be due to a peril covered by the policy.
3. Loss of and/or damage to property insured due to mysterious circumstances/ disappearance and/or unexplained reasons.
4. Loss of and/or damage to the property insured whilst the same is being worn or used by the Insured or any director or principal or employee/s or partner of the Insured or their wives, members of their families, relatives or friends, or whilst in their custody for this purpose unless specifically agreed in the relevant sections.
5. Loss of and/or damage to the property insured whilst at any Public Exhibition whether promoted or financially assisted by any public authority or by any trade association or otherwise unless specifically covered under Section-5 of this Policy.
6. Damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildews, electrical or mechanical breakdown or derangement.
7. Theft or disappearance of property insured from road vehicles of every description owned or hired by or under the control of the Insured and /or their directors, partners, servants, agents or representative where such vehicles are left unattended.
8. Loss or damage to any items of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed and unless the same is specifically covered under any section of this Policy.
9. Loss or damage occasioned by theft or dishonesty or any attempt thereat committed by or where such loss or damage has been expedited by or in any way sustained or brought about by:
  - a. any of the Insured's family members or directors or partner or principal
  - b. any servant or traveller or messenger in the exclusive employment of the Insured
  - c. any customer or broker or angadias or cutters or goldsmiths in respect of the property hereby Insured entrusted to them by the Insured, his or their representatives or agents.
  - d. employees of the Insured. This exclusion will not be applicable if coverage under section - 4 is opted by the Insured and agreed by the Company.
10. a. Loss or damage occurring whilst in transit in India to ultimate destination outside the geographical area stated in the Schedule.
- b. Loss or damage to property insured intended for export from the time, such

property leaves the Insured's premises in the ordinary course of processing for transit and during transit for delivery to customs, carrier or Post Office.

- c. Loss or damage to property insured imported whilst in transit from the time delivery is taken from the Post Office, or the carrier, or customs, as the case may be, until delivered at the Insured's premises.
  11. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the Government or any public or local authority.
  12. Any loss following use of the key to the safe/ locker/ strong room/ steel almirah or any duplicate thereof belonging to the Insured or person in whose custody the insured property is, unless such key or duplicate key has been obtained by threat or by violence.
  13. Loss or damage to property insured whilst in window display at night or whilst kept out of safes after business hours unless agreed and up to the limit specified in the Schedule.
  14. Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.
  15. Losses arising out of any legal liability.
  16. a. Subterranean fire or atmospheric disturbances.
  - b. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, martial law.
  - c. Loss or damage caused by any act of terrorism unless and otherwise the terrorism cover is opted and covered under the policy on payment of additional premium.
  17. **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause:** Any accidental loss or damage or liability of whatsoever nature directly or indirectly caused by or contributed to, or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or arising from nuclear weapons material. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  18. Loss of or damage to Computer System Records.
  19. **Kimberley Process Exclusion Clause:** This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.  
  
The Kimberley Process Certification Scheme is a joint initiative of the various governments, international diamond industry and civil society to stem the flow of conflict diamonds - rough diamonds that are used by rebel movements to finance wars against legitimate governments.  
  
AND in the event of any claim arising hereunder for loss or damage to the property covered by this policy, the Insured shall, if so required and as a condition precedent to any liability of the Company prove that the loss or damage was not, directly or indirectly, occasioned by happening through or in consequence of the above excepted circumstances or causes.
- #### CONDITIONS PRECEDENT TO LIABILITY
1. **Book-keeping:**  
The Insured shall keep a daily record of the property insured (quantity, quality and value) both on the Insured's premises and deposited with other persons. Such record shall be deposited in a secured place on the Insured's premises. Preferably a copy should be maintained at a place other than the Insured's premises. This record should be produced as documentary evidence in support of a claim under this policy.
  2. **Maintenance of keys**  
The keys to the Insured's premises and/or safe shall not be left in the Insured's premises after business hours unless such premises are occupied by the Insured or any authorized employee of the Insured, in which case, such keys if left in the premises shall be deposited in a secured place.
  3. **Entrustment**
    - a. The Insured shall ensure that the persons whom the property insured is entrusted to, maintain a daily record of the property (quantity, quality and value) entrusted to them. Such records shall be deposited in a secured place and produced as documentary evidence.

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- b. Jangad/ any other entrustment slips should be pre-numbered serially and must be prepared in duplicate and copies produced as documentary evidence in support of a claim under the policy.

#### GENERAL CONDITIONS

The policy and the Schedule hereto shall be read together and any word or expression to which specific meaning has been attached in any part of this policy or of the Schedule shall bear such meaning wherever it may appear.

- All notices and communications relating to this Policy are to be sent to the Company in writing. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company.
- The Insured shall take all reasonable precautions for safety of the property insured as regards selection and supervision of employees, securing all doors and windows and other means of entrance or exit and shall not otherwise withdraw or vary the protection and/or safeguards as are referred to in the proposal form to the detriment of the interest of the Company without its consent.
- It is agreed and understood between parties that whenever the Insured and/or his representatives take any Insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.
- HOTEL/ MOTEL CLAUSE:** In respect of stay risks, this Insurance only covers the property insured when in the hand or sight of the Insured and/or Insured's Employee(s) and/or Representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause coverage in respect of a safe in a Hotel / Motel room will be operative only when the room is occupied or the insured property is contained in a safe and/or vault.

This insurance excludes loss of or damage to the insured property from unattended Hotel / Motel rooms.

- PERSONAL CONVEYANCE CLAUSE:** This Insurance only covers the property insured in transit when in the "close personal custody and control" of an individual designated in this Insurance and subject to the individual limitations if any as specified in the Schedule attached.

For the purposes of this clause "close personal custody and control" means that the property insured shall be held by, or attached to, or within sight and not more than arms length reach of the designated individual at all times whilst in transit, subject to the Hotel/ Motel Clause. A negligent or voluntary relinquishment of "close personal custody and control", over the property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/ Motel Clause. Losses due to the infidelity of the designated individual are excluded.

- REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the material insured against accident, loss or damage (and minimise any claim arising out of an insured peril). The Insured shall also take all steps within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the material insured from further damage or loss. If the Insured or any person on his behalf does not comply with the requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.
- No claim shall be recoverable, if any change shall be made in the insured's premises or in the conditions of the risk as existing at the time of acceptance unless the Company shall by endorsing hereon declare the insurance to be continued.
- The Company shall in no case be bound to accept any notice of any transfer of interest arising hereunder and nothing hereunder contained shall give any right against the Company to any person other than the Insured excepting to the transferee approved by the Company.
- The Insured shall maintain and keep detailed records of all sales, purchases, and other transactions including entrustments, and that such records shall be available for inspection by the Company or their representatives in case of a claim being made under this policy. The Insured shall also maintain a separate register for deposits and withdrawals of stocks from bank lockers.
- CANCELLATION:**  
The Company reserves the right to cancel the policy on the grounds of misrepresentation, fraud, and non-disclosure of material fact or non-cooperation of the Insured.

The Company may at any time, cancel this policy, by giving 14 days notice in writing by Regd. Post to the Insured at his last known address and in such case the Company shall return to the Insured a pro-rata proportion of the premium corresponding to the unexpired period of insurance.

In case of misrepresentation, fraud, non-disclosure of material fact, non-cooperation by the Insured, the Insurer is not obliged to refund the premium already paid under the policy.

The Insured may also give 14 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Refund of Annual Premium Rate (%)
1 Month	75%
3 Months	50%
6 Months	25%
Exceeding Six Months	Nil

**Where the remittance made by the Insured is not realised by the Insurer the policy shall be treated as void ab-initio.**

- If the claim be fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this policy or if any destruction or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this policy shall be forfeited.
- This policy shall be voidable at the option of the Company in the event of misrepresentation, mis-description or non-disclosure of any material particular by the Insured. Any person who, knowingly and with intent to defraud the Company or other persons, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the Company's sole discretion and result in a denial of insurance benefits.
- The Insured shall use due diligence and do/ concur in doing all efforts reasonably practicable to avoid or diminish any loss under this policy.
- The Company shall not be liable to make any payment under this policy in respect of any loss or damage if discovery thereof be not made within 60 days of the happening of the same.
- In case of any loss or damage of any kind whatsoever it shall be lawful for the Insured, his or their factors, servants or assigns to make all efforts for the defense safeguard and recovery of the aforesaid subject matter of this insurance or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder.
- Upon the happening of any event giving rise or likely to give rise to a claim under this policy coming to the knowledge of the Insured:

The Insured shall give notice to the Police and to the Company within 24 hours and take all practicable steps to discover the guilty person or persons and to recover the property lost or stolen

- The Insured shall deliver to the Company within 14 days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss or damage with an estimate of the actual value of such article lost and the amount of the damage sustained.
  - The Insured shall permit the authorized representatives of the Company to examine the premises, books of accounts and shall furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the claim and the Company may if deemed necessary require corroborative evidence of the statements of the Insured or of any members of his family or his employees in support of any claim.
- At any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property, the Company may make it good by reinstating or replacing any of the property lost or damaged or such item or parts thereof as the Company may think fit and pay the amount of the loss or damage in respect of the residue of such property. Provided that if the Company elects to replace any property the Company in making good the loss or damage shall not be bound to replace or reinstate such property exactly and completely but only to do so substantially as nearly as circumstance permit and in a reasonably sufficient manner. In case where any of the property is Insured elsewhere the Company may join with any other Insurance Company (ies) in replacing or

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reinstating the same.

20. **CONTRIBUTION:** If, at the time of any loss or damage, there is any other policy of indemnity or insurance in favor of or effected by or on behalf of the Insured, then the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

21. **SUBROGATION:** The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or for obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such act and thing shall be or become necessary or be required before or after the Insured's indemnification by the Company.

22. The basis of valuation for purposes of this insurance shall be the Insured cost unless specifically stated in the Schedule and agreed in writing by the Company thereof.

23. Immediately upon the happening of any loss or damage the Sum Insured under Section 1 shall be reduced by the amount of the loss or damage. The limit under the Sections 2 and 3 automatically stands reduced by the same amount. Notwithstanding the above the Sum Insured under Sections 1,2,3 can be reinstated upon payment of additional premium for the unexpired period.

24. **BURDEN OF PROOF:** In any action, suit or other proceedings where the Company alleges that by reason of the provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

25. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.

26. **ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

27. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the Sum Insured stated against each item or total Sum Insured stated in the Schedule hereto, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

28. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and/or in the policy document shall form the basis of the contract. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.

29. **AVERAGE:** Condition of average applicable to losses under all Sections 1, 2, 3, 5, 6, 7, 8, 9 and 13 of the policy. If the property insured on all the Insured's specified premises shall at the time of any loss or damage by any peril hereby

insured against, be collectively of greater value than such Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear the rateable share of the loss or damage accordingly.

30. Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.

31. The Company will settle the claim made under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the survey report or the additional survey report, as the case may be, In case of delay of payment the Company will comply with the provisions of Protection of Policyholders' Interest Regulations 2002.

32. The due observance and fulfillment of all the terms, provisions, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.

33. The Geographical Limit of this Policy will be India. The provisions of this Policy shall be governed by the law of India. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

34. Under any of the following circumstances the insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy:

a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

b. In event of changes in Partners, directors or employees.

c. Change of address, period of un-occupancy in the insured premises, security arrangements, keys and locking of safe, strong room or premises etc.

#### WARRANTIES

1. It is warranted that where it is declared by the Insured in the written proposal and declaration that the insured premises containing the property insured is fitted with a burglar alarm system or are secured by own/ common watchman or protected by armed guards.

a. The burglar alarm system shall be maintained in good order throughout the currency of this Insurance under a maintenance contract with the installing company or other approved security company.

b. Such protections and/or safe guards which may be referred to in the written proposal and declarations as being in force shall not be withdrawn or varied to the detriment of the interest of the Insurer without their consent and immediate advice shall be given to Insurer of any notice of withdrawal of such protection.

2. Warranted that all stock whilst at the premises specified in the Schedule shall be secured in locked burglar proof safe at night and at all times out of their business hours.

3. Warranted that if stock with any one person specified under Section - 2 of the Schedule exceeds Rs. 5 Lakhs, it shall be secured under any in-built locker/ strong room/ safe or a steel almirah and if the amount of stock exceeds Rs. 10 lacs, it shall be secured in a safe of standard make after business hours at all times.

4. Warranted that whenever the premises is left unattended, keys of all lockers, safe and other appliances where the valuables are kept would be kept securely at places other than where the safe, lockers are located.

#### DEFINITION OF CLASSES:

Class I: The insured premises specified in the Schedule of the Policy are protected by employment of exclusive watchman/ watchmen all 24 hours of the day and that they will so continue to be employed during the currency of the Policy.

Class II: The insured premises specified in the Schedule of the Policy are protected by employment of common watchman/ watchmen for the whole building or night watchman/ watchmen as the case may be at the Insured premises and they will continue to be so employed during the currency of the Policy.

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Class III: The insured premises specified in the Schedule do not have any specific security arrangements.

The due observance and fulfillment of the terms provisions and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### SECTION 1 - STOCK IN INSURED PREMISES INCLUDING GOODS IN TRUST OR ON COMMISSION

##### Property insured

Stock in trade as stated under (a) to (d) belonging to Insured or held in trust or commission usual to the conduct of business.

- a. Property insured on the premises.
- b. Property insured in Display windows.
- c. Property insured in locked safe or strong room on the premises.
- d. Cash and currency notes.

##### Scope

In the event of Damage to property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverage's, the Company will indemnify against such Damages subject to the limits stated in the Schedule.

##### Coverage

Damage to property insured as stated in the Schedule whilst contained in the premises where business is carried on by Fire, Explosion/Implosion, Lightning, Aircraft damage, Riot, Strike, Malicious damage, burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises), Robbery, Dacoity and Hold up.

##### Special Exclusions Applicable to Section 1

1. An Excess will be applicable as mentioned in the Schedule for each and every claim
2. Damage to the property insured whilst in window display at night or whilst kept out of safe after business hours except as provided in Out Of Safe Limit provision given below.

##### Limit of Liability

1. Window Smash Limit: The Company's liability in respect of damage to property by burglary and/ or housebreaking theft or attempted theft accomplished by or resulting from the smashing or cutting of display windows maximum of 10% of total Sum Insured under Section 1 of the Schedule, provided that this limit will only apply during business hours occurring at the Insured premises.
2. Out of Safe Limit: It is a condition of this insurance that the Company's liability will be maximum of 10% of total Sum Insured under Section 1 of the Schedule or an amount as mentioned in the policy schedule whichever is less for stocks kept out of locked safe and/or strong room. However, no such property can be kept on display windows outside business hours. Also, this limit is available only for premises having security/ protection arrangement as per Class I or Class II in warranty above. For premises having no security/ protection arrangement (Class III) no cover is available for stocks kept outside safe out of business hours.

##### SPECIAL WARRANTIES APPLICABLE TO SECTION 1

It is warranted that,

1. All stocks whilst at premises specified in the Schedule shall be secured in a locked burglar proof safe at night and all 24 hrs except as stated in the "Limit of Liability" provisions above.
2. The security/ protection arrangements for the insured premises comply with the appropriate Class as per described above.

##### ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

1. This Section also covers the cost of opening safe(s) and/ or strongroom(s) or changing locks or other necessary remedial works in the event of keys to them being damaged as a result of perils insured under Section 1 and the Company has liability under Section 1. The maximum liability for this purpose shall be 2% of the Sum Insured of Section 1.
2. This section also covers damage caused to the premises resulting from burglary and/ or housebreaking or any attempt thereat, any time during the period of insurance upto 5% of the Sum Insured for all contents

#### SECTION 2 - STOCK IN CUSTODY INCLUDING GOODS IN TRUST OR ON COMMISSION

##### Property Insured

Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business.

##### Scope

In the event of Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverage, the Company will indemnify against such Damages subject to the limits stated in the Schedule.

##### Coverage

Damage to property insured as stated in the Schedule whilst being carried or conveyed or distributed outside the premises by specified persons for the purpose of the Insured's business by any cause whatsoever except those specifically excluded in the Policy.

Specified Persons means the Insured, his partners, or his employees, Directors, Principal duly constituted attorneys and sorters of diamonds, persons not in regular employment of the Insured such as Brokers, Agents, Cutters or Jewellery Manufacturers etc.

##### Special Exclusions Applicable to Section 2

1. An Excess will be applicable as mentioned in the Schedule for each and every claim.
2. Damage to the property insured whilst in window display at night or whilst kept out of safe after business hours except as provided in Out Of Safe Limit provision given in Section 1.

##### SPECIAL WARRANTIES APPLICABLE TO SECTION 2

It is warranted that

- a. If the stock with any one person covered under this Section exceeds Rs. 2 lacs, it shall be secured in an inbuilt locker of a steel cupboard or steel almirah after business hours at all times when the carrier of the stock is not in actual transit.
- b. The Sum Insured under this Section should not exceed the Sum Insured under Section 1.
- c. Insured shall cause the person to whom the insured property is entrusted to maintain a daily record of the property (quantity, quality and value) entrusted by all persons to them. Such records shall be produced as documentary evidence in support of a claim under the Policy.
- d. Jangads/ any other entrustment shall be pre-numbered serially and shall be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy.
- e. The securities/ protection arrangements for the insured premises comply with the appropriate Class as per described in the Policy.

##### ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

1. This Section also covers the cost of opening safe(s) and/ or strong room(s) or changing locks or other necessary remedial works in the event of keys to them being damaged as a result of perils insured under Section 1 and the Company has liability under Section 1. The maximum liability for this purpose shall be 2% of the Sum Insured of Section 1.

#### SECTION 3 - STOCK IN TRANSIT INCLUDING GOODS IN TRUST OR ON COMMISSION

##### Property Insured

Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business.

##### Scope

In the event of Loss or Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, the Company will indemnify against such Loss or Damage subject to the limits stated in the Schedule.

##### Coverage

Loss or Damage to property insured as stated in the Schedule whilst in transit by registered parcel post, air freight or through Angadia.

##### Special Exclusions Applicable to Section 3

1. An Excess will be applicable as mentioned in the Schedule for each and every claim.

##### SPECIAL WARRANTIES APPLICABLE TO SECTION 3

It is warranted that

- a. If the stock with any one person covered under this Section exceeds Rs. 2 lacs,



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it shall be secured in an inbuilt locker of a steel cupboard or steel almirah after business hours at all times when the carrier of the stock is not in actual transit.

- b. The Sum Insured under this Section should not exceed the Sum Insured under Section 1.
- c. Insured shall maintain a daily record of the property (quantity, quality and value) sent in transit with details of mode used, material in transit, area sent to and other details. Such records shall be produced as documentary evidence in support of a claim under the Policy.
- d. Sum Insured for coverage under Registered Parcel Post would not be more than Rs. 10 lacs or 10% of Sum Insured under Section 1 whichever less at any one time is.
- e. Full value of the consignment needs to be declared to the Airlines in case of Air Transit.

#### SECTION 4 – FRAUDULENT/ DISHONEST ACTS COMMITTED BY SALARIED EMPLOYEE

##### Property Insured

Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business.

##### Scope

In the event of Loss or Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverage, the Company will indemnify against such Loss or Damage subject to the limits stated in the Schedule.

##### Coverage

Covers against financial loss due to loss of property insured up to amount specified in the Schedule resulting directly from one or more fraudulent or dishonest acts committed by a salaried employee of the Insured acting alone or in collusion with others subject to such fraudulent acts committed during the policy period specified in the Schedule and are discovered during the policy period or not later than 6 months following the termination of this policy.

##### Special Exclusions Applicable to Section 4

1. An Excess will be applicable as mentioned in the Schedule for each and every claim.
2. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.

##### SPECIAL CONDITIONS APPLICABLE TO SECTION 4

1. The liability of the Company shall not exceed
  - a. in respect of any employee the amount of guarantee stated against his/her name or against the relevant category of Employee in the Schedule.
  - b. in respect of all claims under this policy, the total amount of guarantee.
2. If this policy shall be continued in force for more than one period of indemnity as defined in the respective Schedule or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as per contribution clause.
3. The Company shall not be liable to pay only one claim in respect of the act/s of any one of the employee/s.
4. The loss shall have occurred in connection with occupation and duties of the employee.
5. On the discovery of any act of default or circumstances, which may give rise to a claim, the Insured shall:
  - a. forthwith give written notice to the Issuing Office of the Company with in 15 days of the occurrence.
  - b. immediately take all steps to prevent further loss;
  - c. supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
6. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss ratable with such

person, society or company or securities or insurance.

7. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Insurance Company not exceeding however, the amount paid by the Company.
8. The Insured shall if and when required by the Company but at the expenses of the Company if a conviction be obtained, use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and in consequence of which a claim will have to be made under such policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such employee by reason of whose acts or defaults a claim has been made or by the estate of such employee or money which the Company shall have become liable to pay in respect thereof.
9. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and condition of service of the employee or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
10. If required by the Company, the representative of the Company (Insurer) shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this policy.
11. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee in respect of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
12. For the purpose of identifying employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise due notice thereof in writing shall be given by the Insured.
13. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
14. The Insured shall immediately give notice of any new recruitment of employee/s made or exit/s effected and pay such additional premium as the Company may require.
15. Whenever the policy is issued on floater basis, the insurance cover will be maintained to the full extent of the Sum Insured in consideration of which upon settlement of any loss under this policy pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company or alternatively deducted from the claim amount payable

#### SECTION 5 - STOCK IN EXHIBITIONS INCLUDING GOODS IN TRUST OR ON COMMISSION

##### Property insured

Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business stored/ displayed at an exhibition, as specified in the Schedule.

##### Scope

In the event of Loss or Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverage, the Company will indemnify against such Loss or Damage subject to the limits stated in the Schedule.

##### Coverage

Loss or Damage to property insured as stated in the Schedule whilst contained in the premises where business is carried on by Fire, Explosion/Implosion, Lightning, Aircraft damage, Riot, Strike, Malicious damage, burglary or house-breaking (theft

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following upon an actual forcible and violent entry of and/or exit from the premises), Robbery, Dacoity and Hold up.

#### Special Exclusions Applicable to Section 5

1. An Excess will be applicable as mentioned in the Schedule for each and every claim.
2. Damage to the property insured whilst in window display at night or whilst kept out of safe after business hours except as provided in Out Of Safe Limit provision given below.

#### Limit of Liability

1. Window Smash Limit: The Company's liability in respect of damage to property by theft or attempted theft accomplished by or resulting from the smashing or cutting of display windows shall be minimum of 10% of total Sum Insured under this section of the Schedule, provided that this limit will only apply during business hours occurring at the Insured premises.
2. Out of Safe Limit: It is a condition of this insurance that the Company's liability shall be minimum of 10% of total Sum Insured under this Section of the Schedule or an amount as mentioned in the policy schedule whichever is less for stocks kept out of locked safe and/or strong room outside business hours. However, no such property can be kept on display windows outside business hours. Also, this limit is available only for premises having security / protection arrangement as per Class I or Class II in warranty stated elsewhere in this policy. For premises having no security/ protection arrangement (Class III) no cover is available for stocks kept outside safe out of business hours.

#### SPECIAL WARRANTIES APPLICABLE TO SECTION 5

It is warranted that:

All stocks whilst at premises specified in the Schedule shall be secured in a locked burglar proof safe at night and at all times out of business hours except as stated in the "Limit of Liability" under "Out Of Safe Limit" provision above.

1. At least two security personals with arms to be made available at the exhibition areas for all the 24 hrs to ensure proper protection and safety of the material.

#### ADDITIONAL BENEFITS APPLICABLE TO SECTION 5

1. This Section also covers the cost of opening safe(s) and/or strong room(s) or changing locks or other necessary remedial works in the event of keys to them being damaged as a result of perils insured under this Section and the Company has liability under the Section. The maximum liability for this purpose shall be 2% of the Sum Insured of this Section.

#### SECTION 6 – BUILDING AND OTHER CONTENTS (FIRE & BURGLARY)

##### Property Insured

Buildings (including outbuildings) which are not of kutchra construction belonging to the Insured including, boundary walls, gates and fences plinths and foundations, Business and trade furniture, fixtures, fittings including electrical installations, safes of insured premises, office machinery and electrical & mechanical appliances, tools and instruments for business, electronic equipments, interior decorations, improvements, landlord's fixtures and fittings, shop fronts and all other contents belonging to the Insured or for which the Insured is responsible, at the Insured's premises related to the above trade, as specified in the Schedule.

##### Scope

In the event of Loss or Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, the Company will indemnify against such Damages subject to the limits stated in the Schedule.

##### Coverage

Damage to property insured as stated in the Schedule whilst contained in the premises where business is carried due to Fire, Explosion/Implosion, Lightning, Aircraft damage, Riot, Strike, Malicious damage, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Impact Damage by any rail/road vehicle or animal not belonging to the Insured by direct contact, Subsidence and Landslide including Rockslide Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide, Bursting and overflowing of water tank, apparatus and pipes, Missile testing operations, Leakage from automatic sprinkler installations, Bush Fire, burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises), Robbery, Dacoity and Hold up.

#### Special Exclusions Applicable to Section 6

1. Damage caused to the property insured by
  - a. Its own fermentation, natural heating or spontaneous combustion.
  - b. Its undergoing any heating or drying process.
2. Damage to boilers (other than domestic boilers), economisers or other vessels machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion or damages caused by centrifugal

force.

3. Damage caused by pressure waves.
4. Damages caused by:
  - a. Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind.
  - b. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.
  - c. Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.
5. Damage by vehicle/animals belonging to or owned by Insured or Insured's Family or Insured's domestic employees.
6. Damages caused by :-
  - a. Normal cracking, settlement or bedding of new structures.
  - b. Settlement or movement of made up ground.
  - c. Coastal or river erosion.
  - d. Defective design or workmanship or use of defective material
  - e. Demolition, construction, structural alteration or repair of any property or ground work or excavation.
8. Damage caused by:
  - a. Repairs or alteration to the insured premises.
  - b. Repairs, removal or extension of the sprinkler installation.
  - c. Defects in construction of the insured premises known to Insured.
9. Damage caused by Forest Fire
10. Damages caused to the insured property by pollution or contamination
11. a. Damage caused as a result of felling or lopping of trees by Insured or on Insured's behalf.
- b. Damage caused to gates and fences.
12. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
13. Expenses necessarily incurred by Insured on Architect, Surveyor and Consulting Engineer's fees and Debris removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
14. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
15. An Excess will be applicable as mentioned in the Schedule for each and every claim

#### Special provisions applicable to Section 6:

- a. **Claim Settlement:**  
In the event of Damage to property insured, the Company will indemnify Insured by payment or at the Company's option by repair, replacement or reinstatement. In case of reinstatement or replacement, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If the Company so elect to replace or reinstate any property, Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed as an election by the Company to reinstate or replace. If in any case, the Company shall be unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of buildings or otherwise, the Company

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shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### b. Basis of Claim Settlement:

In the event of Damage to the property insured by insured perils during the currency of the Policy, the Company will:

#### Other Contents

Pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred. However, if such cost has not been incurred the Company will pay amount of Damage less due allowance for wear and tear and depreciation.

#### Building

Pay the full cost of repair or reinstatement on the same site or upon another site in any manner suitable to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred.

In case the reinstatement is not carried out or the cost has not been incurred, then the Company will pay the amount of Damage less due allowance for wear & tear and depreciation.

#### Applicable to Other Contents and Building

It is also provided that reinstatement is carried out with reasonable dispatch and within 12 months from the date of Damage or within such period as the Company may allow.

#### SPECIAL CONDITION APPLICABLE TO SECTION 6

- All insurance under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, Damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

However, the Company may agree to continue the insurance subject to revised rates, terms and conditions provided that the Company has been given express notice within 7 (seven) days of such fall or displacement of the building.

- The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

#### ADDITIONAL BENEFIT APPLICABLE TO SECTION 6

##### 1. Local Authority Requirement

The Company will pay for the additional cost of reinstatement of property damaged during the currency of the Policy to comply with Building or other Regulations framed in pursuance of any Act of Parliament or with Bye laws of any municipal or local authorities

The Company will not be liable for:

- The cost incurred
  - In respect of any Damage not insured by this Policy.
  - Where Notice has been served on Insured before occurrence of Damage.
  - In respect of undamaged property or undamaged portion of property other than foundations of that portion of property Damaged.
- The additional cost that would have been required to make good the property Damaged to a condition equal to its condition when new, had the necessity to comply with any of Regulations or Bye laws not arisen.

#### SECTION 7 – FIXED GLASS AND RELATED FITTINGS

##### Property Insured

Fixed Glasses and their related fittings at the insured's premises related to the above trade, as specified in the Schedule.

##### Scope

In the event of Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, the Company will indemnify against such damages subject to the limits stated in the Schedule.

##### Coverage

Covers accidental breakage to Fixed Glass and related Fittings in the insured Premises on repair/ replacement basis, covering damage to frame and framework of

any description following breakage of Glass, cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass, Accidental Damage to the contents of premises caused by breakage of Glass or Sanitary Fittings upto a limit of Rs.5,000/-, subject to the terms mentioned herein.

#### Special Exclusions Applicable to this Section 7

- An Excess will be applicable as mentioned in the Schedule for each and every claim.
- Breakage or damage during removal, alteration and repairs in or about the premises.
- Disfiguration or scratching or damage of Glass or Sanitary Fittings other than the fracture extending through the entire thickness of Glass or Sanitary Fittings.
- Breakage of Glass or Sanitary Fittings, which are not completely and securely fixed.
- Cracked or imperfect Glass.
- Expenses incurred for removal or replacement of any fittings or fixtures in order to replace Glass.

#### CONDITIONS

This policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear.

- All Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the Glass in the insured premises, or in the tenancy/ sub-tenancy, occupancy or business carried on by the Insured in the buildings containing the Glass described in this policy, or if such premises should fall in disuse, then and in each such case the Insured shall immediately notify the Company and if in the Company's sole opinion, the situation presents an enhanced risk, the Company shall have the option to either charge extra premium which in its sole discretion shall be suitable, or refuse to continue the insurance.
- Glass insured which has suffered accidental breakage must be carefully preserved. At the Company's sole option, the Company may either pay to the Insured the amount of intrinsic value in money of the Glass in respect of which a claim has been made under this policy or effect a replacement with glass of a similar manufacture and quality. The Company shall be entitled to use the name of the Insured for all purposes in connection with this policy, including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company.
- This Policy ceases to be in force if any Glass insured shall pass from the Insured to any other person otherwise than by will or operation of law, unless notice thereof be given to the Company in writing, and the subsistence of the Insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of the Company and if in the Company's sole opinion, the situation presents an enhanced risk, the Company shall have the option to either charge extra premium which in its sole discretion shall be suitable, or refuse to continue the insurance cover.

#### SECTION 8 – NEON AND ILLUMINATED SIGN, HOARDINGS

##### Property Insured

Neon & Illuminated Signs, Hoardings & other related equipments at the insured's premises related to the above trade, as specified in the Schedule.

##### Scope

In the event of Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverage, the Company will indemnify against such damages subject to the limits stated in the Schedule.

##### Coverage

Covers against all risks of direct physical loss of or damage to the Neon & Illuminated Signs, Hoardings & other related equipments by accidental external means, fire, lightning, external explosion, theft or malicious act, aircraft or articles dropped there from, riot, strike, earthquake (fire and/or shock), subsidence and land slide including rockslide damage flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone, impact damage by rail/ road vehicle or animal as specified in the Schedule, subject to the terms mentioned herein.

#### Special Exclusions Applicable to this Section 8

- Excess as specified in the Schedule or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Hoarding.
  - Excess as specified in the Schedule or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Neon and Illuminated Signs and Other Trade Equipments insured.

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2. Damage:
  - a. caused by or arising from
    - i. wear & tear, market depreciation, improper maintenance, gradual deterioration or any gradually operating cause.
    - ii. any process of dyeing, cleaning, washing, repairing or restoring to which the property is subjected.
    - iii. mechanical or electrical breakdown or failure.
  - b. to electrical equipment by its short circuiting or overrunning, overheating, overloading or strains.
  - c. whilst being conveyed by any carrier under contract of affreightment.
  - d. cost of remaking any film, disc, tape or the value of any information contained on it.
  - e. the fusing or burning out of any bulbs and/ or tubes arising from short-circuiting or arcing
3. Any claim arising out of any contractual liability.
4. Any legal liability of whatsoever nature.
8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics) and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable damage to the insured item itself.
9. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorized representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
10. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.
11. Loss or damage due to cessation of work whether total or partial

#### WARRANTIES APPLICABLE TO SECTION 9

It is warranted that a Maintenance Agreement for the Electronic Equipment installations from its manufacturers or a Company or concern approved by the manufacturers shall be kept in force throughout the currency of insurance under this Section of the Policy and no variation in the term of Agreement shall be made without the Company's written consent. For the purpose of this Warranty, Maintenance Agreement shall mean an Agreement which provides for:

- i. Maintenance services of the Electronic Equipment installations including preventive treatment or adjustment of mechanical or moving parts, safety checks and
- ii. Rectification of damage or faults arising from any cause during normal operation as well as from ageing
- iii. Preventive maintenance

#### PREVENTIVE MAINTENANCE

Provided that this Warranty shall not apply if the additional premium as required by The Company is paid by Insured for deletion of this Warranty or there is competent in-house maintenance facility for all equipments covered under this Section. The Warranty is also not applicable for Personal Computers with Sum insured up to Rs. 100,000/- (Rupees one lakh)

#### SPECIAL PROVISIONS APPLICABLE TO SECTION 8

1. **Basis of Claim Settlement:**  
In the event of Damage to property Insured, the Company will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, provided such cost has been incurred, otherwise a deduction will be made for wear and tear and depreciation.
2. **Sum Insured**  
It is a requirement under this Sub-Section that the Sum Insured shall be equal to the cost of replacement of the Insured item by a new one of the same kind, type and capacity including custom duties, dues and freight and also cost of dismantling/erection as applicable.

#### SECTION 9 – ELECTRONIC EQUIPMENT

##### Property Insured

Tested, installed and working electronic equipment including computers, fax machine, or any other electronic items including accessories or data carrying material belonging to the Insured or held in trust/ commission at the insured's premises related to the above trade, as specified in the Schedule.

##### Scope

In the event of Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, the Company will indemnify against such Damages subject to the limits stated in the Schedule.

##### Coverage

Covers against all risks of direct physical loss of or damage to the tested, installed and working electronic equipment including computers, fax machine, or any other electronic items including accessories or data carrying material belonging to the Insured or held in trust/ commission against all risk as specified in the Schedule, subject to the terms mentioned herein.

##### Special Exclusions Applicable to Section 9

1. An Excess will be applicable as mentioned in the Schedule for each and every claim
2. Damage due to faults/defects existing at the commencement of this insurance and known to Insured, his partners, principal, directors or employees, whether such faults/defects were known to the Company or not and any willful act or negligence of Insured, his employees, directors, partners or representatives.
3. Damage due to continuous influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) gradual deterioration and climatic conditions.
4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.
6. Damage to rented or hired equipments of the Insured for which owner is responsible either by law or under lease and/or Maintenance Agreement.
7. Cost incurred/ time involved in the movement of equipment and/or other property and/or personnel outside Geographical Limits, other than cost of delivery for equipment parts Damaged.

#### SPECIAL PROVISIONS APPLICABLE TO SECTION 9

1. **Sum Insured**  
It is a requirement under this Section of the Policy that the Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. It shall include the value of system software also.
2. **Basis of Claim Settlement**  
If the insured equipment is Damaged, the Company will pay for expenses necessarily incurred to restore the damaged equipment to its former state of serviceability (Repair Basis) or pay the Market Value of the equipment if the cost of its repair exceeds or equals the Market Value of the equipment immediately before the Damage (Total Loss Basis) The Company will also pay the following to the extent these expenses have been included in the Sum Insured.
  - i. Cost of dismantling and re-erection for the purpose of repairs.
  - ii. Ordinary freight to and from the repair shop.
  - iii. Custom duties and other dues.
- a. Repair Basis: In Repair Basis settlement, the following points will be taken into account while settling the claims:
  - i. No deduction will be made for depreciation in respect of parts replaced except those with limited life.
  - ii. If the repairs are executed at a workshop owned by Insured, the Company will pay the cost of materials and wages incurred for the purpose of repairs plus a reasonable percentage to cover overhead charges
  - iii. The cost of any provisional repair will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expense.
  - iv. The Company will make payments only after being satisfied with necessary bills and documents that the repairs have been effected or replacement have taken place as the case may be.
  - v. Value of salvage is to be taken into account for both Repair Basis and Total Loss Basis, in case of replacement of parts or Items.
- b. Total Loss Basis: In Total Loss Basis settlement, the following points will be taken into account while settling the claim.
  - i. Market Value of item to be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.
  - ii. The Company may not insist for bills and documents in case Insured are unable to replace the damaged equipment for any reason.
  - iii. If the insured items subject to total loss become obsolete, then all cost necessary to replace the Damaged item with a follow up model (similar type) of similar structure and configuration (of similar quality) i.e. low, average or high capacity will be reimbursed



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#### SPECIAL CONDITIONS APPLICABLE TO SECTION 9

- After giving Notice to the Company as described under General Condition No. 1, Insured may carry out the repair or replacement of any minor Damage not exceeding Rs. 2,500/- provided that carrying out of such Repairs is without prejudice to any question of the Company's liability and that any Damaged part requiring replacement is kept for inspection by The Company.

Further the Company's liability under this Section of the Policy in respect of any item sustaining Damage shall cease if the said item is kept in operation after a claim without being repaired to the Company's satisfaction or if temporary repairs are carried out without the Company's consent.

#### SECTION 10 – PUBLIC LIABILITY

##### Scope:

The Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

##### Indemnity:

The indemnity only applies to claims arising out of accidents occurring in the Insured premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified against all sums subject to limit of indemnity chosen by Insured which the Insured shall become legally liable to pay for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- Pollution howsoever caused
- Any product

The Company will pay costs, fees and expenses incurred with its prior consent in the investigation, defense or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the policy. Such costs, fees and expenses are called 'Defense Costs'.

The Company's total liability to pay damages and Defense Costs shall not exceed the Insurance Limits stated in the Schedule.

For the purpose of determining the indemnity granted:

- 'Injury' means death, bodily injury, illness or disease of or to any person;
- 'Damage' means actual and/or physical damage to tangible property;
- 'Pollution' means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit or visitors for consumption at Insured premises.
- 'Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- 'Insured premises' means premises mentioned on the policy Schedule that is owned, leased or tenanted by the Insured.

##### Exclusion:

The Company shall not be liable for

- An Excess will be applicable as mentioned in the Schedule for each and every claim.
- Any compensation for death of or bodily injury to any member of Insured person's family, partners, managerial staff, employees, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured person's family, partner, director, managerial staff, employees and contractor's employees.
- Injury or Damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than food or beverages sold or supplied by the Insured as a service to the employees or visitors for consumption in the office through Canteen/outside suppliers.
- Liability arising from use of any motor vehicle or pedal cycle, aircraft, ships, boat or craft of any kind.

- Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- Liability arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from;
- Liability for infringement of plans, copy-right, patent, trade name, trade mark, registered design;
- Liability arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work);
- Liability more specifically insured elsewhere.
- Liability:
  - arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Asbestos.
  - for any loss, cost or expense arising out of any:
    - request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Asbestos; or
    - claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Asbestos.

In this exclusion, "Asbestos" means asbestos in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
- Liability for any damages, loss, cost or expense arising out of any act of terrorism.
- Liability arising out of deliberate, willful or intentional non-compliance with any demand, judicial or statutory law, order, request, or requirement of any governmental authority.
- Liability arising out of transportation of materials outside Insured's premises.
- Liability arising out of alteration, addition, repairs or decoration to the Insured premises.
- Liability arising out of Injury and/or Damage occurring prior to the Retroactive Date stated in the Schedule.

#### ADDITIONAL BENEFITS APPLICABLE TO SECTION 10

The Public Liability Section of the Policy also covers upto 20% (twenty percent) of the limits of liability within overall liability (i.e. Indemnity limit under the Section) arising out of any accusation of shoplifting, theft, dishonesty or improper conduct by any visitor in Insured premises resulting in their wrongful detention, false or malicious prosecution or false imprisonment.

#### SECTION 11 – WORKMEN'S COMPENSATION

##### Scope

In the event of Liabilities on the Insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, the Company will indemnify against such Liabilities subject to the limits stated in the Schedule.

##### Coverage

Covers against Accidental injury to any employee mentioned in the Schedule relating to this Section happening during the Policy Period arising out of and in the course of employment with the Insured in respect of Insured's business mentioned in the Schedule and if the Insured shall be liable to pay compensation for such injury either under - the Fatal Accident Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or under Common Law. Subject to the terms exceptions and conditions contained herein or endorsed hereon coverage include all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

In case of any claim arising in respect of liability under this policy of insurance the same shall be settled and paid in India and the entire claim shall also be deemed to

### JEWELLERS PACKAGE INSURANCE POLICY

arise in India and further all legal proceedings in respect of any such claim shall be instituted in a Competent Court of Law in India only.

#### Exclusion

1. Any interest and/or penalty imposed on Insured on account of failure to comply with requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments of the said Act.
2. Liability in respect of any employee who is not a Workman within the meaning of the Workmen's Compensation Act.
3. Any liability assumed by Insured through a contract or agreement unless such liability would have attached notwithstanding such agreement.
4. Any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
5. Insured's liability to employees of contractors to the Insured.
6. Occupational diseases listed in Part "C" Schedule III to Workmen Compensation Amendment Bill 1989, unless specifically requested by the Insured and covered by an endorsement to the policy.
7. Any damages, loss, cost or expense arising out of any act of terrorism.

#### SECTION 12 – MONEY

##### Property Insured

Covers direct physical loss of or damage to the money (cash/ currency) due to accident or misfortune whilst in direct transit in connection with Insured's business between any collection centre, bank & Insured Premises provided such money is in personal custody of an authorized representative.

##### Scope

In the event of Damage to Property insured as specified in the Schedule happening during the currency of the Policy in accordance with coverages, The Company will indemnify against such Damages subject to the limits stated in the Schedule.

##### Coverage

Covers direct physical loss of or damage to the money (cash/ currency) due to accident or misfortune whilst in direct transit in connection with Insured's business between any collection centre, bank & Insured Premises provided such money is in personal custody of an authorized representative. Coverage also includes loss of money due to risks covered in Section-1 whilst in Insured premises during business hours or in locked safe/ locked strong room/ locked steel almirah in Insured premises outside business hours, subject to the terms mentioned herein.

#### SPECIFIC DEFINITIONS APPLICABLE TO SECTION 12

"Money" Money shall mean and include cash, coins, bank draft, currency notes, cheques, traveller's cheque, postal order, money order, pay order and current postage stamps.

"Bank" shall mean and include Bank of every description as incorporated or set up in accordance with the laws prevailing in India, post office, government treasury.

#### Special Exclusions Applicable to Section 12

1. An Excess will be applicable as mentioned in the Schedule for each and every claim.
2. Shortage of Money due to error or omission.
3. Loss of Money entrusted to any person other than Insured, his partners, directors or Authorised Representatives.
4. Loss arising from fraud or dishonesty of his employee or Authorised Representative unless such loss is discovered within 48 hours of its occurrence.
5. Loss of Money extracted from safe, strong room, almirah or cash box following the use of key to the said safe or strongroom, unless such key has been obtained by assault or violence or threat thereof.
6. Loss of Money Insured by any other Policy except in respect of any excess beyond the amount which would have been payable under such Policy or Policies had this insurance not been affected.
7. Theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.
8. Loss of Money in transit outside the limits of the city/town where the Insured premises are located.

#### SPECIAL CONDITIONS APPLICABLE TO SECTION 12

Insured shall keep a complete account of Money contained in safe, strong room or steel almirah under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe/strongroom or the said place where the Money is kept and be produced as documentary evidence for admissibility of claim under this Policy. The Company's liability shall be limited to the amount actually shown by such records of books of accounts, not exceeding the amount stated in the Schedule.

It is provided that the Money in the premises is deposited in safe, strongroom or steel almirah under lock and key out of business hours.

#### SECTION 13 - CONSEQUENTIAL LOSS (FIRE)

##### Coverage

That if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under Section 6 of this policy except burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises), Robbery, Dacoity and Hold up, and the Business carried on by the Insured at the premises be in consequences thereof interrupted or Interfered with, THEN THE COMPANY WILL PAY TO THE INSURED in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein.

This section provides cover for assets under Section 6 only.

##### PROVIDED THAT

1. such Damage is caused at any time after payment of the Premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the insured shall have paid and the company shall have accepted the premium required for the renewal of the policy.
2. at the time of the happening of the Damage the insured should have availed of the cover provided under Section 6 by paying the premium in this behalf and which has been accepted by the Company and the claim shall be admissible under Section 6 of the policy. However this Provision shall not apply where payment is not made under Section 6 solely due to operation of a provision therein excluding liability for losses below the specified amount.
3. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

##### CONDITIONS

1. The insurance by this Policy shall cease if:
  - a. the Business be wound up or be carried on by a Liquidator or Receiver or permanently discontinued or
  - b. the Insured's interest ceases otherwise than by death or
  - c. any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/ or premises and/ or deletion of existing blocks and/ or premises during the currency of the Policy to enable the Company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the Premium under this Policy.
3. On the happening of any Damage in consequence of which of claim is or may be made under this Policy, the Insured shall
  - a. Forthwith give notice thereof to the Company,
  - b. with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss,
  - c. not later than thirty days after the expiry of the Period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting there from,
  - d. at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information explanation and other

### JEWELLERS PACKAGE INSURANCE POLICY

evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
- One year from the end of the Period of Indemnity or if later,
  - Three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim,

unless the claim is the subject of pending action of Arbitration.

5. At all times during the Period of Insurance of this Policy, the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this Condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured, immediately on occurrence of the loss, exercises his option not to reinstate the Sum Insured as above.

#### GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre (Toll free helpline)
  - 1800 2 700 700 (accessible from any Mobile and Landline within India)
  - 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Email: grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website: www.hdfcergo.com
- Fax: 022 - 66383699
- Courier: Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell,  
HDFC ERGO General Insurance Company Ltd.  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri, Mumbai – 400059

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer  
HDFC ERGO General Insurance Company Limited  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri (E), Mumbai – 400059  
E-mail: principalgrievanceofficer@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your

grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S. V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453 (old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi-ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr. C. U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R. G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

#### STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION"

#### CLAUSES

##### CO-INSURANCE CLAUSE

- It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
  - To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

##### 2. Co-insurance Schedule:

Sr. No.	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

##### 3. Conditions forming part of this clause

It is hereby agreed and understood that:

- The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-insurance schedule as in point no. 2 under the policy.
- The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

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- 3.3. It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4. The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- 3.8. In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part thereof which is not taken up by such alternative co-insurer.
- 3.9. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.10. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11. In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.12. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.
- Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.13. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by HDFC ERGO General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

#### TERRORISM INCLUSION LIMIT UPTO MAXIMUM OF INR 1 CRORE ONLY

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that

notwithstanding anything stated in the Terrorism Risk Exclusion of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - a. voluntary abandonment or vacation,
  - b. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation,



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fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by mysterious disappearance or unexplained loss;
15. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
16. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 10,000,000 whichever is lower.

#### EXCESS

Policy Excess: As mentioned in the schedule

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CLAUSES APPLICABLE TO SECTION 6 – BUILDING & OTHER CONTENTS (FIRE & BURGLARY)

##### APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed limit specified in the schedule per location or percentage as mentioned in the schedule of the sum insured, whichever is higher, no special inventory/appraisal of the undamaged property shall be required.

##### CIVIL AUTHORITIES CLAUSE

This insurance is extended to cover direct loss or damage to the described property caused by acts of destruction executed by order of any Public Authority at the time of and only during a conflagration to retard the spread thereof, provided however, that such conflagration was caused by the perils insured under this policy and subject to all other terms and conditions of this policy. This Company shall not be liable, however, for more than the amount for which it would have been liable had the loss been caused by a peril insured against under this contract.

##### IMMEDIATE REPAIR CLAUSE

It is understood and agreed that in case of loss, the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction, the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

##### SUE AND LABOUR CLAUSE

This policy extends to cover any reasonable expenses being incurred by the Insured in their efforts to recover safeguard or preserve the Property Insured to minimise any imminent or actual loss as insured under the Policy or to prosecute in its own name any claim for indemnity or damages or otherwise against any persons in respect of such loss the Insurer shall pay such expenses.

##### ON ACCOUNT PAYMENT CLAUSE

It is hereby declared and agreed that progress payment on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report and recommended payment on account amount by the loss adjuster (if appointed) that such payments are deducted from the final agreed claim settlement figures.

##### 72 – HOURS CLAUSE

Only for the purpose of the application of any Deductible all loss, destruction, damage or Interruption resulting from Earthquake, Storm, Flood, Riot or similar happening occurring during each period of 72 consecutive hours shall be considered as one event. Each event shall be deemed to have commenced on the first happening of any such loss destruction or damage not within the period of any previous event.

##### AUTOMATIC EXTENSION CLAUSE

At the request of the Insured the insurance by this policy may be extended for a period of as mentioned in the schedule from the expiry date stated in the Schedule. Should the Insured request such an extension, Insurers will be entitled to an additional premium calculated on a pro-rata basis at the rates applying during the expiring period of insurance.

##### FIRST LOSS ENDORSEMENT

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this policy is issued on a First Loss Basis in respect of the insured stocks for the amount specified in the Schedule.

It is further declared and agreed that in the event of the total value of stocks at the time of loss be greater than the total value declared for purposes of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the difference, and shall bear a rateable share of the loss accordingly.

Every item, if more than one, under or in terms of the endorsement, shall be separately subject to this condition.

Subject otherwise to the terms and conditions of the policy.

Accordingly, the condition of .Average. appearing in the Burglary and Housebreaking policy shall stand deleted and wordings set out above shall be endorsed under the head Average

##### AGREED BANK CLAUSE

It is hereby declared and agreed:-

1. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

2. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

3. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

5. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition 3 of the Policy except where a breach of the Condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored

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- without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

#### TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY)

##### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the Terrorism Risk Exclusion of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

##### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

- loss by seizure or legal or illegal occupation;
- loss or damage caused by:
  - voluntary abandonment or vacation,
  - confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- loss or damage by electronic means including but not limited to computer

hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

- loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
- loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- loss or increased cost as a result of threat or hoax;
- loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
- loss or damage caused by mysterious disappearance or unexplained loss;
- loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

##### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 10,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 10,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 10,000,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

##### EXCESS

0.5% of the sum insured for each and every claim subject to –

- a minimum of INR 100,000 and a maximum of INR 100,000,000 (for industrial risks)
- a minimum of INR 25,000 and maximum of INR 1,000,000/- (for non-industrial risks)/ a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

##### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

##### SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.